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**12 FORCE MAJEURE - If the performance of this Agreement or any obligation hereunder by either party is prevented or hindered or delayed by reason of any circumstances beyond its reasonable control which circumstances shall include but not limited to war, hostile or criminal act, revolution, riots, civil commotion, blockade, embargo, industrial action (including strike) by workpeople, lock-out, act or restraint of government or governmental authority ( including failure or refusal to grant any authorisation or licence ) or damage by flood, fire, explosion or natural catastrophe, either party shall upon giving written notice to the other indicating the cause and likely duration of such circumstances; (a) without prejudice to the right of either party to terminate this Agreement be entitled to defer such performance for the period during which such performance is prevented, hindered or delayed, and (b) have no responsibility for the financial or other consequences of non-performance provided it shall use all reasonable endeavours to minimise such consequences. Provided that where such circumstances preventing, hindering or delaying performance continues for a period in excess of six months then either party may terminate this Agreement but without prejudice to any rights or remedies which have accrued to either party.**

13 JURISDICTION - This Agreement is subject to and shall be governed by and construed in accordance with the Law of United Kingdom and the parties hereby irrevocably submit to the exclusive jurisdiction of the British Courts.

14 NOTICES - (a) All notices which are required to be sent hereunder shall be in writing and shall be sent to the address of the recipient and marked for the attention of the person as set out below or such other address and/or person as notified to the other party hereto by notice given in accordance with the provisions of this sub-clause. Any such notice shall be delivered personally or by first class prepaid letter, telex or facsimile transmission and shall be deemed to have been served if by personal delivery when delivered, if by first class post 48 hours after posting and if by telex or facsimile transmission when dispatched subject to receipt of any answerback or confirmatory transmission report. (b) Any notice required to be given to LCOE shall be addressed to: LCOE The Legal Department, 6a The Square, Lucan, Co. Dublin, Ireland and copied to: Dillon Solicitors, 13 Main Street, Dundrum, Dublin 14, Ireland.

15 ASSIGNMENT - (a) Except as provided in this Agreement, neither party shall assign, transfer, subcontract or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other. (b) LCOE may assign the benefit and burden of this Agreement to any party to which LCOE shall assign the copyright in the Software. If the Licensee requires a licence from the said assignee, LCOE shall use its reasonable endeavours to procure that the said assignee shall grant a licence to the Licensee on the same terms mutatis mutandis as those contained in this Licence. (c) In the event of any assignment, this Agreement shall be binding upon such successor or assignee and the name of the party appearing herein shall be deemed to include the names of the any such successor or assignee.

16 RELATIONSHIP OF THE PARTIES - Nothing contained in this Agreement is intended or is to be construed to constitute LCOE and the Licensee as partners or joint ventures or either party as an employee or agent of the other. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

IN WITNESS WHEREOF, the parties have affixed their signatures under seal on the date written below.

LCOE  
University of Chabahr

By: Mark King  
Its: Executive Director

Date: 19/6/2008

m.m / King

International

By: Dr. H.R.Mirzaei

Its: Chancellor

Date:

m.m



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# Appendix

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## Proposal for General English Course

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### Project Setup

#### Stage 1 - Registration Process

IUC will need to gather information on the course participants.

LCOE will supply a database with the necessary fields that will need to be completed.

It is estimated that 7 working days are required to configure and set up the system.

IUC will need to appoint an IT support person to assist the participants get up-and-running.

IUC will need to appoint a tutor to provide academic support.

IUC will appoint a project coordinator.

LCOE will appoint an IT support person and pedagogical advisor to support the IUC team.

#### Stage 2 - Placement Test

Once the registration process is completed the students can take the Placement Test. It is recommended that the students register in a phased process. **Registering all 5000 students at the same time will overload both the IUC IT support and pedagogical Support team.** If for example 250 students take the test daily, it will take 20 days to complete the Placement process.

This will allow IUC IT support and pedagogical Support team to cope with any IT or pedagogical matters.

#### Stage 3 - Course Participation

Upon completing the test, the student will be assigned to a group based on their language level. The licence is effective from the date of first use.

LCOE recommends that IUC set learning goals for the course participants on a quarterly basis. This will offer the best chance of a successful and enjoyable learning programme.

## **Placement Test**

LCOE will provide a web-based Placement Test facility for 5000 participants that will allow IUC to assign its users to a specified Learning Group.

Participants will be assigned to one of Five levels (from beginner to advanced).

IUC administration staff will be able to monitor all test results.

## **General English Online Resources**

### **General English Content**

LCOE Webschool consists of a range of General English language resources. In addition, LCOE will configure the system to include all online programs (but not The Road to IELTS):

The system covers all aspects of reading, writing, listening, speaking, writing, grammar, vocabulary, pronunciation and learner development. Additional learning materials include downloadable worksheets and weblinks.

LCOE will create a Learning programme consisting of 12-week cycles. We recommend that participants undertake a minimum of 16 hour of study per week.

The system will allow the programme **IUC** to communicate with the participants by email.

## Access & Support

**The registration methodology will need to be clarified.** The first time students log in, they will complete a placement test randomly-drawn questions from a question bank. The test score will determine the level at which they will enter the program the next time they access it.

- The user will access a branded website homepage.
- The user will log in on this page and will be automatically directed to the assigned level.
- Appropriate Learning Paths will be uploaded at weekly intervals until the course is finished.

**The IUC team will be responsible for all communications with the participants.** The system will allow IUC staff to support the students by email. Based on our experience, LCOE also recommends that IUC sets up a telephone support service.

## Monitoring & Reporting

The Reporting System will enable the **IUC team** to assess the participants performance levels in terms of;

number of visits

duration of visits

exercises attempted